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COMMERCE SQUARE
FLEMINGTON, NJ
08822

ANN Rowbotham
782-2168
AGREEMENT

Bernards Township Board of Education

and

Bernards Township Education Association

July 1, 1985 to June 30, 1987

3/8/87

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PREAMBLE

This agreement entered into this 28th day of June, 1982, by and between the Board of Education of the Township of Bernards, New Jersey, herein-after called the "Board" and the Bernards Township Education Association, herein-after called the "Association."

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare with the Administration that providing high quality education for the children of the Bernards Township School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to advise in the formulation of certain policies and programs designed to improved educational standards, and

WHEREAS, the Board recognizes and supports its obligation, pursuant to Chapter 303, Public Laws, 1969, as amended, to negotiate with the Association as the representative of employees herein-after designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

Article 1 RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for personnel under contract, on leave, presently employed, or employed any time during the contract year by the Board, but excluding:

Superintendent of Schools
Administrative Assistants to the Superintendent
Principals
Assistant and/or Vice Principals
Board Secretary and/or School Business Administrator
Transportation Coordinator
Director of Pupil Personnel Services
Secretary to the Superintendent of Schools
Secretary to the Assistant Superintendent of Schools
Secretaries to the Board Secretary and/or
School Business Administrator
Supervisor of Child Study Team

Unless otherwise indicated, the term, "employee," when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined.

The term "teacher," when used hereinafter in this Agreement, shall refer to all professional personnel.

Article II NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968, as amended in a good-faith effort to reach agreement on all matters concerning terms and conditions of employment. Such negotiations shall begin not later than October 15th of the calendar year in which this Agreement expires. Any Agreement so negotiated shall be reduced to writing, be signed by representatives of the Board and the Association, and after adoption by the Board and the Association, shall apply to all employees.
- B. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals.
- C. Neither party in any negotiations shall have any control over the selec-

tion of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of the negotiations.

- D. 1. Representatives of the Board and the Association's negotiation committee shall meet when either party feels it necessary to review the administration of the Agreement and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
2. Within a reasonable time prior to the meeting, each party shall submit to the other an agenda covering matters they wish to discuss.
3. All meetings between the parties shall be scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.
- E. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- F. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

Article III GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim based upon the interpretation, application, or violation of this Agreement, or of any other administrative decision or policy which affects the terms and conditions of employment of an employee or group of employees covered by this Agreement made by an employee or the Association.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment. Both parties agree that these proceedings will be kept as

informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee having a problem to discuss the matter informally with any appropriate member of the administration and having the problem adjusted, provided the adjustment is not inconsistent with terms of the Agreement.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One - Principal or Immediate Superior

(a) An employee may initially discuss a matter which (s)he shall identify as a grievance, with the Immediate Supervisor in an attempt to settle the matter informally. At the request of either the Employee or Supervisor, a building representative may attend this informal meeting. This informal meeting is not intended to extend the time limitations as otherwise set forth in this contract.

(b) In the event the employee is not satisfied by an informal attempt to resolve the problem, he shall so inform his Immediate Supervisor by filing a written grievance setting forth the problems to be considered (with an informational copy to the Chairperson of the Association Committee on Professional Rights and Responsibilities hereinafter referred to as the PR&R Committee). Within five school days after receiving the notice, a formal meeting to discuss the grievance shall be attended by the Immediate Supervisor, the employee and the building representative of the BTEA. The Immediate Supervisor shall provide the employee and the BTEA a written statement setting forth his decision on the grievance which was presented to him within five school days of the meeting. If the employee is not satisfied with the resolution at Level One, the grievant shall then proceed to the next level in accordance with the provisions of this agreement.

4. Level Two - Superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, he/she may file the grievance in writing with the PR&R Chairperson within five school days after the decision at Level One or ten school days after the grievance was presented, whichever is sooner. Within five school days after receiving the written grievance, the Chairperson of the PR&R Committee shall refer it to the Superintendent of Schools.

5. Level Three - The Board of Education

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten school days after the grievance was delivered to the Superintendent, he/she may within five school days after a decision by the Superintendent or fifteen days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Chairperson of the PR&R Committee determines that the grievance is meritorious, it may submit the grievance to the Board within fifteen school days after receipt of a request by the aggrieved person.

6. Level Four - Arbitration

(a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three or if no decision has been rendered within ten school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Chairperson of the PR&R Committee submit his/her grievance to arbitration. If the PR&R Committee determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen school days after receipt of a request by the aggrieved person. Grievances concerning:

1. Any matter for which a specific method of review is prescribed either by law or any rule or regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone.
2. A complaint of a non-tenure teacher which arises by reason of his/her not being re-employed.
3. A complaint by any teacher occasioned by appointment to, or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required; as provided in the Board Policy Manual, revised: December 15, 1975 paragraph 3.9, "Extra-curricular assignments are on a year to year basis, independent of teaching contracts, and do not achieve tenure. Based on recommendation of the Superinten-

dent, the Board grants and discontinues such assignments as required for the proper function of the school system. If and when it becomes necessary to discontinue such an assignment after being held by one teacher for more than one year, his or her immediate superior will counsel the teacher regarding the reasons for non-renewal of assignment. If such reasons involve inability to perform in the assignment as required, it is understood that through prior counseling the individual will have had the opportunity to meet the requirements of the assignment."

shall not be deemed to be arbitrable.

(b) Within ten school days after such written notice of submission to arbitration, the Board and the PR&R Committee shall attempt to agree upon a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association in the selection of an arbitrator.

(c) The arbitrator so selected shall confer with the representatives of the Board and the PR&R Committee, shall hold hearings promptly, and shall be requested to issue his/her decision within a reasonable period of time. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

(d) The cost for the services of the arbitrator, including per diem expenses if any, and actual necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employees to Representations

1. An aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board, any member of the administration, or any member of the Association, any party in interest, any representative, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgement of the PR&R Committee, a grievance affects a group or class of employees, the PR&R Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so, such a grievance commencing at Level Two.
2. Decisions rendered at Levels Two, Three, and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Chairperson of the PR&R Committee.
3. All documents, communications, and records used by the Board in dealing with processing of a grievance shall be filed in a separate and confidential file and shall not be kept in the personnel file of any of the participants.
4. All documents, communications, and records used by the Association's PR&R Committee in dealing with a grievance shall be maintained in a separate and confidential file by the Association.
5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
6. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, hereinafter referred to in this Article.

Article IV TEACHER EMPLOYMENT

- A. Every prospective employee shall be given an opportunity to review a copy of the current Agreement at the time of his/her first interview. A copy of the current Agreement shall be sent with every offer of employment.
- B. Full credit on the Teacher Salary Schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of Schedule A. Additional credit not to exceed four years for military experience or alternative civilian service required by the Selective Service System and credit not to exceed two years for Peace Corps, VISTA, or National Teacher Corps work and time spent on a Fulbright or other approved scholarship shall be given upon initial employment.

C. Teachers with previous teaching experience in the district shall upon returning to the system receive full credit on the salary schedule for all outside teaching experience in a duly accredited school, military experience or alternative civilian service required by the Selective Service System, Peace Corps, VISTA, or National Teacher Corps work and time spent on a Fulbright or other approved scholarship up to the maximum set forth in Section B above. Such teachers who have not been engaged in other teaching or the other activities indicated above shall upon returning to the system be restored to the next position on the salary schedule above that at which they left, unless the experience is directly related to their major teaching field.

- D. Previously accumulated unused leave days will be restored to all returning teachers.
- E. Teachers shall be notified of their contract and salary status for the ensuing year not later than April 30 of the contract year.
- F. A notice of vacancy shall be posted in each building as far in advance as is practical. An effort will be made to provide candidates from within the staff one week's time to submit their applications. Such notices will be posted for established positions or newly created positions and shall set forth the qualifications for the position and the application procedure.

Article V TEACHER WORK LOAD ACADEMIC RESPONSIBILITIES AND NON ACADEMIC SERVICES

A. Academic Responsibilities

1. It is recognized by the Board and the Association that the teaching profession consists largely of academic responsibilities (class instruction, lesson planning, evaluating pupils' work, working with individual students, working with groups of students in unassigned situations and assemblies), and of academically related responsibilities (parent conferences, professional meetings and seminars, professional study, State Department of Education and Middle Atlantic States Evaluations, and public relations.)
2. Of the academic responsibilities listed, only class instruction need take place at regular and assigned times. The following provisions shall apply to such instruction:
 - a. The daily teaching load in Grades K-5 shall not exceed five hours of classroom instruction and one hour of extra pupil

contact. Substitutes shall be provided for teachers of special subjects when absent: whenever possible, such substitutes shall be qualified in the specialty of the absent teacher. Every effort will be made to provide teachers in Grades K-5 at least 30 minutes of preparation time per day.

- b. The daily teaching load in Grades 6-12 shall not exceed five teaching periods, each of which shall not exceed fifty minutes, except when deemed necessary by the interested Principal and agreed to by the Head Building Representative and teacher(s) concerned. Further exceptions may be made in accordance with c.5 of the Article.
- c. Teachers in Grades 6-12 shall not be required to teach more than three different subject areas, nor to have more than a total of three teaching preparations, except when deemed necessary by the interested Principal and agreed to by the Head Building Representative and teacher(s) concerned.
- d. Teachers in Grades 6-12 shall not be required to teach continuously for more than three periods, except when deemed necessary by the interested Principal and agreed to by the Head Building Representative and teacher(s) concerned. However, on the school days that have been reduced in the total length for any reason, the Administration may change the order of the days' periods, even though some staff members may have to teach more than three consecutive periods under the revised daily schedule.
- e. 1. To afford the Administration some flexibility in scheduling in Grades 6-12 (in the event that the Administration may wish to institute any non-traditional form of scheduling) the length of classes may exceed 50 minutes, provided that no teacher has more than five classes (rollbook/instructional groups) whose weekly total meeting time does not exceed 1250 minutes. Furthermore, any weekly instructional schedule must provide every teacher with a preparation period of at least 40 minutes per day, or preparation time divided into two twenty minute segments.
2. The above paragraph in no way rescinds Article V, Section A, paragraphs 2 c or d.
- f. Each teacher shall be assigned to one period (not to exceed 50 minutes) per day, three days a week, to a resource room for tutorial purposes or to a team teaching planning period. For the most effective use of the resource room each curriculum chairperson shall establish with the building principal the optimum number of students that can be accommodated during any one

- period. For these three periods, teachers cannot be required to keep a rolbook, make any prior preparations, or evaluate students' progress. The 3 assigned tutorial/planning assigned to a station periods are predicated upon the 9 period (including lunch) school day. Should the school day be reduced in number of periods, the assignment of tutorial/planning periods cannot take place. In addition, any daily schedule must guarantee every teacher at least one prep period per day. A teacher who has already signed a memorandum of understanding to teach more than 25 periods per week (Article V, C, 5.) cannot be scheduled for a combined total of instructional periods and tutorial/planning/activity periods greater than 30 per week.
3. To facilitate working with students beyond the classroom, each teacher shall be available a minimum of fifteen minutes immediately following the dismissal of students at the end of each school day for the purpose of working with individual students or groups of students. Arrangements for the use of this time may be initiated by either the teacher or the students. Those teachers who have extracurricular responsibilities (i.e. coaches) which make this impossible shall make individual arrangements with their principals.
 4. From time to time, the Association may present proposals for released time days to be used to improve the quality of education in the district. Such proposals shall be presented to the Administration for consideration and if accepted, shall be forwarded to the Board for final approval.
 5. Teachers may be required to attend no more than two evening assignments or meetings each school year, unless released time is provided the day of that evening; said assignments for evenings, to be held Wednesday whenever possible.

B. Non-Academic Services

1. Both parties recognize that there are operational functions not directly related to the educational process which are performed most effectively by members of the teaching staff.
 - a. These functions include before school supervision of students (grades 6-12 only), cafeteria supervision (grades 6-12 only), classroom supervision prior to start of instruction (grades 6-8 only), and other services traditionally performed by teachers.
 - b. In grades 6-12, to insure an equitable distribution of these non-academic services, each teacher shall have no more than 250 minutes or 5 periods per week of non-academic pupil contact (see A.2e), and it shall be limited in nature to those functions listed in Article V, B.1a. Each teacher shall have the opportunity

in May to inform his/her Building Principal of his/her first and second preferences in regard to these non-academic services. Using this list of preferences as a guide, the assignment of these non-academic services shall be made by the Building Principal or Vice-Principal in consultation with the Association's Head Building Representative.

- c. To further insure an equitable distribution of these non-academic services, a teacher who is being paid for an extracurricular activity or a non-teaching assignment shall not also be relieved of school duties described in this Agreement. It is agreed, however, that if the Board decides to relieve the Athletic Director of some or all of the aforesaid duties, such relief does not constitute a violation of this Agreement. While the Board does not obligate itself to eliminate or reduce the duties for Athletic Directors, it understands that some of the Athletic Directors' functions must be performed during school hours and urges the administration to take this fact into consideration in establishing the duty roster.
2. It is further recognized by the Board of Education and the Association that certain non-academic services can be effectively performed by persons other than teachers. Therefore, both parties agree to the following provisions:
 - a. The collection of funds for the following shall be excluded from the classroom:
 - (1) Activities in which all pupils are expected to participate which are financed by the Board.
 - (2) Other activities of such a desirable educational nature that they are financed by the Board.
 - (3) Activities and charitable purposes beyond the ability to pay of the least able pupil in the class.
 - (4) Insurance monies.
 - (5) Physical Education Towel and Lock fees.
 - b. A teacher shall not be required to compile PTA or Home and School Association student lists.
 - c. A teacher shall not be required to drive students to activities which take place away from the school building but may do so voluntarily with the advance approval of his/her Principal. For teachers authorized by the Superintendent to transport children in their own cars, the Board will require that ~~each~~ teacher file in the Board Secretary's office a certificate of insurance specifying \$500,000/\$1,000,000 coverage. The Board will reimburse each teacher in an amount not to exceed \$42 per year for the added cost of such additional insurance.

C. Miscellaneous

1. Teachers will be permitted to leave after termination of the last scheduled period for students upon completion of any other assigned or scheduled professional duties or any other academically related responsibilities, except in cases that are specified in A.3 and B.1 of this Article. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty roster.
2. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period and/or during preparation periods provided notice is given to some person designated by the Building Principal.
3. The President of the Association for the term of this contract shall be relieved of all non-teaching duties within the school day, except for those activities in which all faculty members are asked to participate. For a newly installed President of the Association (one who has not been President the previous year), such relief may be delayed by the Administration, but must begin no later than the beginning of the ensuing academic year.
4. The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as a substitute. Volunteers and assigned teachers shall be paid as per schedule "O."
5. Should it appear to be educationally sound, a teacher may exchange his/her period of non-academic pupil contact for an additional class with the mutual agreement of the Building Principal and the Association's Head Building Representative. Should the teacher agree to exchange a non-academic for an academic, and the Head Building Representative does not agree, the Building Principal may appeal to the President of the B.T.E.A. for a final decision, that final decision being binding on all parties.
6. After the 1981-82 school year, all increases in the length of the school day, as it affects the length of each teacher's work day, (i.e., the total daily time teachers are required to be in the school building) will be subject to negotiations.

*Class coverage
free*

Article VI TEACHER WORK YEAR

- A. 1. The in-school work year for teachers employed on a ten month basis (other than new personnel who may be required to attend an additional one day of orientation) shall not exceed one hundred eighty-five days.
 2. The in-school work year of teachers employed on an eleven month basis shall not exceed two hundred and seven days.
 3. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.
- B. The detailed school calendar shall be formulated by the Administration. A copy of the proposed calendar will be sent to the Association for its consideration prior to the Board's approval.

Article VII EMPLOYEE RIGHTS

- A. Pursuant to Chapter 303, Public Law 1968, as amended, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other Laws of New Jersey or other Constitutions of New Jersey against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulation. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

Article VIII

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, agendas and minutes of all Board meetings, student enrollment data, individual and group teacher health insurance premiums and experience figures, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- B. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teachers' dining room. The Association shall also be assigned adequate space on the bulletin board in central office for Association notices. The location of the Association bulletin boards in each room shall be designated by the Association. Copies of all materials to be posted on such bulletin boards shall be given to the Building Principal for his approval before posting.
- C. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of Building Principals or other members of the Administration, (such communication shall bear signature of officers of the Association). The Building Representative shall be responsible for the distribution of materials to members.
- D. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association, and to no other teacher representative agency.
- E. All orientation programs for new teachers shall be co-sponsored by the Board and the Association with the parties equally sharing in the costs of agreed-upon activities.

Article IX

TEACHER EVALUATION AND PERSONNEL RECORDS

- A. In order to encourage the maximum development of each teacher, the Administration shall carry out a policy of adequate observation and constructive evaluation.

B. Observation

1. Frequency

- a. Tenure teachers: a minimum of one visitation per semester, or two per year.

- b. Non-tenure teachers: a minimum of two visitations per semester, or four per year.
 - c. If a teacher is observed the minimum number of times per semester or year, the observations should be separated by (2) two weeks or more.
- 2. Observations should be at different hours of the school day to permit the teacher to be seen in a variety of teaching and child-handling situations.
 - 3. A "Record of Classroom Visit" form shall be completed by the observer in every case of a formal visitation. The principal's copy shall be signed by the teacher and filed in the teacher's individual folder. One copy of this record shall be given to the teacher.
 - 4. At least one post-observation conference shall be held per every two visitations.

C. Evaluation

- 1. Formal annual evaluations of teachers shall be conducted as follows:
 - a. Tenure teachers: as required by the Administration or at the request of the teacher.
 - b. Non-tenure teachers: annually
- 2. Such formal evaluation shall include a discussion between the Administration and the teacher of the teacher's strengths and weaknesses.
- 3. A teacher shall be given a copy of any Classroom Visit or Evaluation Report and any other evaluative material at least one day prior to any conference at which the evaluation is to be discussed.

D. Personnel Records

- 1. Personnel records maintained by the Administration should in general contain the following kinds of material:
 - a. Academic credentials and personal references, which should be retained permanently. The confidentiality of such documents must be protected.
 - b. Material involving formal evaluation of the staff member. Such material shall have been discussed with and signed by the employee prior to becoming a part of his file under established procedures and should be retained for as long as deemed appropriate by the Administration.
 - c. Other material involving the staff member.
- 2. Personnel files shall be reviewed annually by the responsible supervisor. Those items in category 1.c above may be retained provided they are judged by the supervisor to be of continuing value and provided they have been discussed with the staff member involved:

those which have been in the file more than one year and have not been discussed with the employee shall be destroyed. The teacher shall have the opportunity to review his personnel files at any time at his request. He shall acknowledge that he has had an opportunity to review such material by affixing his signature to the copy in the file with the understanding that such signature in no way indicates agreement with the contents of the material. The teacher shall also have the right to submit a written answer to such material for inclusion in the file.

E. Communications from the Public

1. The Board and the Association shall encourage an atmosphere of open communications between the school system and the public.
2. Complaints from the public involving the performance of a particular staff member should be discussed informally by the citizen with the responsible Principal and, if not resolved, with the Superintendent. Prior to any action being taken on the complaint, the teacher concerned shall be apprised of the nature of the complaint by his immediate supervisor. Any complaint which is not satisfactorily resolved will then be submitted in writing through the Superintendent by the complainant for Board consideration and resolution with the complainant. A copy of such written complaint and resolution will be furnished to the teacher.
3. The Board shall not entertain questions or discussions in public on any matter involving the performance of a staff member unless it has had an opportunity to review the written complaint.

Article X CLASS SIZE

- A. Building Principals shall provide the Head Building Representative with a complete and specific list of each teacher's pupil load by October 1 of each school year.

Article XI PROFESSIONAL IMPROVEMENT

- A. In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction. The parties further agree that each teacher should fulfill the obligation for professional improvement in ways that best serve his/her own problems, functions, interests and needs as they relate to the District.

- B. The Board agrees to implement the following at the beginning of the 1977-1978 contract year:

1. One half of the cost of registration and tuition of \$225 per academic year whichever is greater for further study will be paid to teachers with complete certification (standard or permanent certificates). Where such reimbursement is expected, courses must have prior approval of the Superintendent of Schools. Computation of reimbursement due to teachers must be based on the academic year during which the course(s) were taken, even though request for reimbursement may have to be made at the beginning of the ensuing academic year.
2. Full reimbursement of all reasonable expenses will be made to teachers who are required or requested by the Administration, or request and receive approval of the Administration, to attend workshops, seminars, conferences, inservice training sessions, or other professional meetings.

Article XII SICK LEAVE

- A. The primary purpose of sick leave is to cover the absence of an employee from school in the event of personal illness that would make his/her presence in school inadvisable. Sick leave applies only to absences resulting from illness of the employee themselves; absence caused by illness in the immediate family is described in Article XIV Temporary Leave of Absence.
- B. Non-tenure teachers shall be allowed 10 days sick leave and tenure teachers 15 days of sick leave with full pay per year. In accordance with State Law, unused sick leave days shall be accumulated and prorated to employees who are employed part of a year.
- C. Teachers transferred from another district within the State shall be allowed one-half of all the sick leave days accumulated in the prior district up to a maximum of 45 days. This provision shall be retroactive to any teacher hired after July 1, 1967.
- D. The Board of Education through administrative channels reserves the right to have the reason(s) for absence due to illness validated by a doctor's statement. As a general rule, such a request will not be made until after the third day of illness.
- E. Upon return from leave, he/she shall be assigned to the same job, if available, or to a substantially equivalent position.

Article XIII **SICK LEAVE REIMBURSEMENT**

- A. Effective July 1, 1982 the Board of Education shall implement a plan for reimbursement of accumulated sick leave days payable at retirement as follows:
1. All sick leave days accumulated prior to July 1, 1982 may be used for actual sick leave or may be credited toward reimbursement.
 2. After July 1, 1982 the number of days entitled to reimbursement shall be limited to 10 days per school year.
 3. Reimbursement, at retirement, shall be at the rate as per Schedule "O."
 4. In the event of a prolonged illness requiring use of sick days an employee can use all sick days which have been previously accumulated.
 5. All employees shall be notified yearly by Sept. 15 of their accumulated sick days as of the closing of the preceding school year and of the accumulated sick days applicable to reimbursement.

Article XIV **TEMPORARY LEAVE OF ABSENCE**

- A. Leaves of absence with full pay shall be granted annually for the following reasons:

Occasion Upon approval of the Principal	Maximum Allowance
1. For personal illness in the immediate family (spouse, child, parent, grandparent, wherever living, or other relative living in the employee's immediate household).	5 days per year
2. For death in the immediate family (spouse, child, parent, brother, sister, father-in-law, mother-in-law).	5 days per occasion
3. For other death in the family (grandchild, grandparent, uncle, aunt, nephew, niece, cousin, brother-in-law, sister-in-law, son-in-law, daughter-in-law).	1 day per occasion
4. For the purpose of visiting other schools or attending meetings or conferences of an educational nature.	2 days per occasion

Occasion Upon approval of the Principal	Maximum Allowance
B. 1. For reasons of the need to discharge a business or family obligation or responsibility which cannot be handled outside school hours. A personal leave day cannot normally be used the day before or the day after a holiday or vacation period or the first or last day of the teachers' school term. Application through the teachers Principal shall ordinarily be made at least three days prior to the leave. Extreme situations can arise, which make three day notification impossible, and will be judged on an individual basis. Except for said situations, such days will be granted automatically.	2 days per year
2. For jury duty.	As required
3. For appearance in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceeding if the teacher is required by law to attend.	
4. For temporary active duty with any unit of the U.S. Reserves or the State National Guard provided such obligation cannot be fulfilled when school is not in session. The employee shall be paid his/her regular pay in addition to any pay which he/she receives from the Federal or State Government.	As required
C. Upon notification to the Superintendent, a maximum of four days each for two representatives to attend conferences of state and national affiliates shall be granted.	
D. Payment for other leaves of absence or emergency absence may be granted by the Superintendent with Board approval; with or without full pay. For purposes of this article, the term "without pay" means the per diem salary.	

Article XV **EXTENDED LEAVES OF ABSENCE**

A. A leave of absence without pay of up to two years shall be granted to any teacher who, as a full-time participant:

1. Joins the Peace Corps.
2. Joins VISTA.
3. Joins the National Teacher Corps.
4. Serves as an exchange teacher.
5. Is offered and accepts a Fulbright or other approved scholarship.

Provided he makes application for reinstatement within 90 days after completion of his obligation and upon approved return from such leave, a teacher shall be considered as if he had been actively employed by the Board during the leave. He shall be placed on the salary schedule at the level he would have achieved had he not been absent provided, however, that time spent on said leave is not counted toward the fulfillment of the time requirement for acquiring tenure.

B. A military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the U.S. until expiration of the first enlistment or the duration of the national emergency. Such teacher shall be reinstated to a position in the system with full credit including annual increments provided, however, that he makes application for reinstatement within 90 days after discharge from the Armed Forces.

C. Maternity Leave is subject to the following:

The Board shall grant maternity child care leave in accordance with the provisions hereof. Such leave shall be without pay excepting that during periods of disability for maternity reasons, hereafter referred to as maternity sick leave, salary shall be paid in accordance with the sick leave statutes, policies and this contract.

1. The Board shall grant maternity child care leave without pay for a maximum of two (2) school years or a minimum of a period coinciding with either the beginning of the school year or the beginning of the second semester of the school year to any tenured teacher upon request, subject to subsequent provisions of this Article. The Board shall grant maternity child care leave to non-tenured teachers to the end of the contract year in which the birth occurred. The two year period referred to herein shall consist of the balance of the school year in which the birth occurred and the following two (2) school years.

2. Any teacher seeking maternity child care leave shall apply in writing to the Board at least thirty(30) days prior to the beginning of such

leave unless an emergency prevents such notice. At the time of application the teacher shall specify in writing the date on which she wishes to return to work after birth; the application of the teacher must be accompanied by a physician's certificate verifying pregnancy, and supporting the requested maternity child care leave dates.

3. Any teacher who becomes pregnant may at her discretion elect to use all or any portion of her accumulated sick leave during any portion of her pregnancy that her physician certifies she is physically unable to work by applying in writing at least thirty (30) days prior to the beginning of such leave, unless an emergency prevents such notice. Such period shall be referred to as maternity sick leave and the teacher shall receive full pay and benefits during said period. It is required that the teacher produce her physician's certificate in support of her request for the use of sick leave days. Her physician's certificate is subject to agreement by the Board's physician based upon the teacher's medical records and upon consultation with the teacher's physician. If after such analysis the Board of Education's physician and the teacher's physician are unable to agree, then the two physicians shall agree in good faith on a third impartial physician, who shall examine the teacher, at the Board's expense, and whose medical opinion shall be conclusive and binding on the medical issue. Where medical opinion is supportive of the maternity sick leave to any teacher, the commencement and termination dates thereof may be further extended or reduced for medical reasons upon an application by the teacher to the Board. Such extension or reduction shall be granted by the Board, provided the teacher produces a physician's certificate in support of the requested change, which certificate is subject to agreement by the Board's physician as above provided.
4. No teacher shall be required to leave work because of pregnancy at any specific time prior to expected childbirth and the desired date of return.
5. The Board shall not remove any teacher from her duties solely because of pregnancy unless the teacher cannot produce a certificate from her physician that she is medically able to continue teaching.
6. Any teacher who does not elect to take a maternity child care leave may continue to perform her duties as long as physically able to do so and will be entitled to return to her duties when her physician certifies that she is physically able to do so. The period of such absence will be deemed the same as for any other physical disability and she will be entitled to her annual and accumulated sick leave with pay during the period of disability.

7. Upon return from a maternity child care leave of absence, or a maternity sick leave of absence, the teacher shall be reinstated in her same position or a similar position for which she is certified. The following year she shall be returned to the same position subject to the Board's right to make involuntary transfers.
8. The Board is under no compulsion to continue the employment of a non-tenured employee beyond the contracted period so long as the non-renewal of employment is not based solely upon a condition of pregnancy or childbirth. The maternity child care leave period shall not be counted for tenure purposes.
9. Any teacher who has been granted a maternity child care leave of absence will be advanced a full salary guide step if she works more than ninety (90) teaching days of a given school year. Any days that school is closed for emergency reasons (such as snow) during the ninety plus days that she has elected to work shall not be deducted from the total days she has elected to work.
10. If a teacher becomes pregnant after the birth for which she has been granted a maternity child care leave and prior to the termination of such leave, the Board shall, upon request, extend the original maternity child care leave for a maximum of one year, with the provision that the extended return date shall coincide with the commencement of either the beginning of the school year or the beginning of the second semester of the school year. Maternity sick leaves shall not apply to the pregnancy subsequent to the birth for which the teacher has been granted a maternity child care leave.
11. Child care leave shall also be available to a teacher who adopts a child. In such case the teacher shall make application at least (30) thirty days prior to the beginning of such leave unless an emergency prevents such notice. The application of the teacher shall be accompanied by an affidavit, verifying the adoption, in support of the requested child care leave dates. The requested leave must be for the balance of the school year in which the adoption takes place; at the teacher's option it may also be for either an additional one or two additional school years.
12. In the case of miscarriage or stillbirth, the teacher may elect to return to her position at an earlier date. Upon the recommendation of the Superintendent and the approval of the Board, a teacher may leave or return at an earlier date than provided herein.
13. Upon return from a leave of absence under this Article, the teacher shall retain any unused sick leave. Any additional sick leave shall not accumulate during the period of the leave of absence.
- D. Any teacher who is elected or selected for a full-time public office which takes him from his teaching duties shall be granted a leave without pay for the term of such office or two years, whichever is less. Unless such teacher returns within this time limit, the leave shall terminate unless it has been renewed for a specific period with the approval of the Superintendent.
- E. Other extended leaves of absence without pay may be granted by the Board on the recommendation of the Superintendent.

Article XVI **SABBATICAL LEAVES**

- A. A sabbatical leave of up to one year may be granted to a teacher by the Board on the recommendation of the Superintendent for study, for travel, or other activities of value to the school system, subject to the following conditions:
1. The teacher has completed at least seven full teaching years of service in the Bernards Township School District. Such years need not be consecutive.
 2. Such leaves shall be granted to no more than two eligible teachers at any one time.
 3. Requests for such leave must be received by the Superintendent in writing no later than March 15, in such forms as may be mutually agreed upon by the Superintendent and the Association. Action must be taken on all such requests no later than April 15 of the school year preceding the school year for which the leave is requested.
 4. a. The teacher shall enter into a contract to continue in the service of the Bernards Township School District for a period of at least two (2) years after the expiration of such leave. Furthermore, the teacher shall file a surety bond obtained at the teacher's own expense, or such other security as may be acceptable to the Board of Education which surety bond or other security shall also be filed with the Board prior to the commencement of the leave. The bond shall be for an amount no less than the total value of the salary, pension payments and all other benefit contributions made by the Board which shall be paid to the teacher by the Board for the term of the sabbatical leave. Although the teacher is contractually obligated to continue service with the District at least two (2) years following the expiration of the sabbatical leave, the bond or other security posted shall be returned to the teacher one (1) year following the expiration of the sabbatical leave. The teacher shall not be considered to be in violation of this provision

in the event that failure to return to employment with the Bernards Township District is caused by the death of the teacher or the disability of the teacher as certified by the trustees of the Teacher Pension and Annuity Fund.

b. The parties hereto understand that it is desirable for there to be flexibility in the form of the security required by paragraph (a) hereof and also recognize that the adequacy of security depends on the circumstances of each individual case. In recognition of these factors the parties agree that the Board of Education is the final arbiter of the adequacy of the security offered. The Board of Education will in appropriate circumstances consider proposals for the acceptance of first or second mortgage on real estate located in the State of New Jersey, a deposit of cash or other negotiable security made by the applicant or by the B.T.E.A. or others on behalf of applicant, a combination of the above or perhaps even a reduced amount of security in lieu of a surety bond.

B. A teacher on Sabbatical leave shall be paid by the Board at the rate of seventy-five percent times one-half of his base salary for a half year's Sabbatical leave or fifty percent times his full year's salary for a full year's leave. Such payments shall be made in accordance with the normal pay schedule.

C. Upon return from Sabbatical leave, the teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence. He shall continue as an employee in the Bernards Township System for a minimum of two years unless the parties mutually agree otherwise. Upon return, the teacher shall submit to the Superintendent a written report summarizing such activities while on such leave. This is not to be considered a request for approval.

D. During the period of the leave, the Board shall maintain the teacher's pension payments based upon his full salary.

Article XVII INSURANCE PROTECTION

A. Effective July 1, 1973 and continuing for the term of this agreement, the Board shall provide health-care insurance protection to include Blue Cross and Blue Shield, Rider J, Prevailing Fees Program. As of November 1, 1979 Connecticut General Insurance Co. will replace Prudential Insurance Co. as the major medical carrier, providing the coverage described under Contract Account #0441515 and the "Certificate of Insurance Booklet." The Board shall pay the full premium for employees and their dependents under this plan. Part time non-certificated employees who worked at least 20 hours per week during the 1979-80

school year are eligible for the insurance benefits otherwise provided for in this Agreement provided they meet all other contractual requirements. Such employees who are employed for the first time after the 1979-80 school year shall become eligible the September 1 of the school year following initial employment. In addition, no employee shall be entitled to receive the benefit of any payment by the Board for its health insurance premiums if he or she is within coverage of any similar plan held by some other individual and the employee can voluntarily withdraw his/her inclusion in such plan.

B. Effective July 1, 1980 and continuing for the term of this Agreement, the Board shall provide a dental benefit Insurance plan, known as New Jersey Dental Service Plan, for which the Board shall pay the monthly premium of \$7.60 for enrolled employee. In addition, no employee shall be entitled to receive the benefit of any payment by the Board for its dental insurance premiums if he or she is within the coverage of any similar plan held by some other individual and the employee can voluntarily withdraw his/her inclusion in such plan.

C. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve month period commencing July first and ending June thirtieth; when necessary, premiums on behalf of the employee shall be made retroactively or prospectively to insure uninterrupted participation and coverage.

D. The Board shall provide to each employee a description of the health-care Insurance coverage provided under this article; this shall include a clear description of conditions and limits of coverage.

E. At any time, Insurance carriers may be changed but only by mutual agreement of the Board of Education and the B.T.E.A.

F. Major Medical Insurance Coverage for Retirees -- The following conditions apply to any employee electing Major Medical Insurance coverage as a retiree:

1. the total annual premium cost of the major medical insurance must be paid in full to the Board Secretary by the retired employee, in accordance with the insurance company requirements. Further, any premium increase occurring either during a contract year or in subsequent contract years must be paid by the retired employee.

2. the retiree must remain continually enrolled in the major medical plan. If the retiree does not remain enrolled because of failure to pay the premium or for other cause, the retiree is not eligible to reinstate the program,

3. retired employees may belong to the major medical plan only until such time as they become eligible for Medicare and/or Medicaid or

- , unless they become eligible to participate in another major medical plan through their spouse or other employment,
- 4. this plan will be open to and in effect for all personnel in the bargaining unit for the period beginning June 30, 1976 and ending June 30, 1987. Extension of the plan beyond June 30, 1987 is subject to negotiations between the B.T.E.A. and the B.T.B.E. Employees who elect the plan prior to June 30, 1987 will be held save harmless from any non-renegotiation of the plan.

Article XVIII SALARIES

- A. The salaries of all employees covered by this Agreement are set forth in Schedules "A" through "O" which are attached hereto and made a part hereof.
- B. 1. Employees on a twelve-month basis shall be paid in twenty-four semi-monthly installments.
 2. Employees on a ten-month basis, including Instructional Aids and School Aids shall be paid in twenty equal semi-monthly installments.
 3. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.
 4. Employees shall receive their final checks and the pay schedule for the following year on the last working day in June. "Part time employees will receive their final checks on or before the last day of June."
- C. An employment or adjustment increment may be withheld in whole or in part for inefficiency or other just cause related to the performance duties and only in accordance with the following:
 - 1. No increment or part thereof shall be withheld unless a teacher has been evaluated in accordance with Article IX, Teacher Evaluation and Personnel Records, of this Agreement.
 - 2. The immediate superior and/or Principal shall not forward any recommendation to withhold a teacher's increment or a part thereof through the Superintendent to the Board unless at least sixty (60) calendar days prior thereto, and in no case later than April 30 of the preceding school year in which such action would take effect, the Principal has given to the teacher against whom the recommendation will be made, written notice of the alleged cause(s) for the recommendations specifying the nature thereof with such particulars as to furnish the teacher an opportunity to correct and overcome the same.

- 3. Once a recommendation is forwarded to the Teacher and the Board, the teacher may within ten (10) school days file a grievance commencing at the Board level. The Board shall take no action on the recommendation until the grievance is heard by the Board according to the grievance procedure set forth herein.
- 4. Any action by the Board to withhold an increment or any part thereof shall be subject to appeal to arbitration as set forth in Article III, Section 6, **Level Four**. The arbitrator shall have the authority to advise the restoration of all or part of the increment withheld retroactively.
- 5. Any employment increment or adjustment increment or part thereof withheld under this provision shall be restored the following year unless the procedures set forth in this provision are followed once again, in which case one or more increments may be withheld in whole or in part.

Article XIX DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from the salaries of its teachers dues for the Bernards Township Education Association, Somerset County Education Association, the New Jersey Education Association, and the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education.
- B. Said monies together with records of any corrections shall be transmitted to the Treasurer of the Bernards Township Education Association by the 1st of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.
- C. Employees may individually elect to have a percentage of their monthly salary deducted from their pay. These deductions shall be transferred to the Somerset County Teacher Credit Union. To be eligible for this "Summer Payment Plan," employees must be members of the credit union. Arrangements must be made with the Board Secretary by June 30 prior to the affected school year. This program will be the only "Summer Payment Plan" offered by the district.
- D. Employees may individually elect to have a designated sum of money deducted from their pay for a tax-sheltered annuity. These funds shall be paid by the Board Secretary to the carrier of the plan designated by the Association, provided that a minimum of five persons elect to participate.

- E. Employees may individually elect to have a designated sum of money deducted from their pay for a Washington National Insurance Company plan. These funds shall be paid by the Board Secretary to the Carrier.
- F. All monies deducted voluntarily for deposit in the credit union and/or tax-sheltered annuity shall be deposited promptly by the close of the pay period.

Article XX MEDIA SPECIALIST

- A. If media specialists on the junior and senior high school level are employed for the month of July or August, they shall be compensated at one-tenth of their annual base salary.

Article XXI GUIDANCE COUNSELORS

- A. The ten-month contract for the Guidance Counselor(s) shall be of the same duration as that of the teachers plus ten additional days which shall be worked as specified by the Building Principal in consultation with the Director of Guidance. For this work counselors shall be paid a salary differential of 5%, the total payment, base and differential, to be listed as one figure on the contract and to be paid in 20 equal payments.
- B. The eleven-month contract for the Guidance Counselor shall be written as one contract and shall be of the same duration as that of the Guidance Counselor ten-month contract (as described in Article XXII, A), plus one additional month of work as assigned by the Administration, the salary, to be computed after the differential (Article XXII, A) has been applied.

Article XXII NURSES

- A. Nurses shall be given a thirty minute lunch period of uninterrupted time within the building unless an emergency arises.

Article XXIII PROVISIONS FOR NON-CERTIFIED PERSONNEL EXCLUSIVE OF SECRETARIAL

- A. Salaries and hours of work
 - 1. The salaries of all employees in this category are set forth in Schedule I.
 - a. Cafeteria Managers shall work and be paid for a 6 hour day.

- 2. The regular work week shall be 40 hours. All hours over 40 hours in any week shall be paid at the rate of one and one-half (1½) times the regular salary. Hours worked on Sundays and holidays (Ref: Para. G, this Article) shall be paid at the rate of (2) times the regular salary.
- 3. The Board retains the right to hire personnel at hourly rates for full-time or part-time duties; however, such employment arrangements shall not exceed twenty consecutive working days, after which the employee must either be placed on the contractual guide or paid the hourly rates equivalent to the contract guide. The Board also retains the right to hire students for part-time duties at rates below contractual guide, but agrees to consult with the Association through its President prior to any such planned use.

B. Sick Leave/Temporary Leaves of Absence

All employees covered by this Agreement shall be entitled to the same sick leave, including sick leave reimbursement. However, all 12 month employees will have twelve sick days a year and temporary leave-of-absence policies as apply to the professional staff.

C. Insurance Protection

All employees covered by this Agreement shall be entitled to the same Insurance Protection policies as apply to the professional staff.

D. Uniform Allowance

- 1. The Board of Education will reimburse up to a maximum amount of \$75.00 per school year for uniforms and shoes for all cafeteria and baking personnel upon presentation of a receipted bill itemizing the purchases.
- 2. The equivalent of three (3) sets of uniforms shall be furnished to each full-time custodian and four (4) sets of uniforms shall be furnished to each full-time maintenance person per calendar year by September 1 for those under contract. The Board shall also provide rain gear and boots for those required to do outside work. For new personnel, these items shall be issued within 60 days of employment. Beginning July 1, 1984, a pair of safety shoes shall be provided annually to members of the maintenance staff.
- 3. A set of tools shall be made available to the Head Custodian for each building.
- 4. Maintenance personnel can submit a requisition up to \$100.00 annually to replace personal tools lost or destroyed on the job.
- 5. Bus drivers will be provided with suitable jackets for work.

E. Notice of termination of services - Schedules I, K, M

Notice of termination of contract shall be given in writing by either the Board or the employee not less than thirty (30) days before said termination. In the event a termination or the abolition of a position is required as part of a reduction in force, such termination shall be effectuated by laying off the most junior person in order of seniority. An employee who has been RIF'd or terminated as a result of abolition of a position may elect to replace an employee with less seniority in a job classification on Schedule I having a lower starting salary. He may not, however, replace an employee in a job classification on Schedule I having a higher starting salary.

Where an employee elects to "bump" another employee he shall be paid at the rate of the job he actually performs at his proper step. For this purpose a seniority list shall be developed and kept up to date by the Assistant Superintendent of Schools. Such list shall be issued to the president of the BTEA no later than the end of the month of September.

F. When employees in this category are scheduled to participate during working hours in conferences and/or meetings respecting this Agreement, they shall suffer no loss in pay providing permission of the Building Principal or Supervisor has been obtained, for such participation.

G. Maintenance and custodial personnel shall be given the following paid holidays and any additional days approved by the Board:

Last Working Day Before New Year's Day	Independence Day Labor Day
New Year's Day	Thanksgiving Day
Washington's Birthday	Day after Thanksgiving
Good Friday	Last Working Day Before Christmas Day
Memorial Day	Christmas Day

When one of the above falls on a weekend the personnel shall be given days off as follows: The Friday preceding if the day falls on a Saturday; the Monday following, if the day falls on a Sunday.

H. Vacation shall be awarded to maintenance and custodial personnel as follows:

Upon Completion of Years of Service	Vacation
1-9	10 working days
10-19	15 working days
20 or more	20 working days

I. When the cafeterias are in operation, a free lunch shall be provided for all day employees in this unit.

J. 100% course reimbursement shall be paid by the Board for all inservice courses or courses taken for further study and advancement provided such courses were taken at the request of and with prior approval of the Superintendent of School.

K. On any regularly scheduled school day that students are not in attendance due to inclement weather, employees in this category will be paid their full salaries.

**Article XXIV
NOTIFICATION OF IMMEDIATE SUPERVISOR**

No later than the end of the month of September, the Superintendent of Schools will issue a memorandum notifying non-certificated personnel (exclusive of secretarial/accounting personnel) of the name and title of their Immediate Supervisor for the purpose of processing grievances.

**Article XXV
NON-CERTIFICATED PERSONNEL
SECRETARIES AND CLERKS**

A. Salaries and hours of work:

1. The salaries of all employees in this category are set forth in Schedule "J."
2. The regular work week shall be 40 hours, including a one hour lunch period.
3. The work schedule shall be agreed upon by the Building Principal or Supervisor and the employee(s).
4. Employees required to work beyond 40 hours in one week exclusive of their lunch hours shall be paid at one and one-half (1½) times the contractual rate.

B. Sick Leave-Temporary Leaves of Absence

All employees covered by this Agreement shall be entitled to the same sick leave, including sick leave reimbursement and temporary leave of absence policies as apply to the professional staff.

C. Insurance Protection

All employees covered by this Agreement shall be entitled to the same insurance protection policies as apply to the professional staff.

D. Notice of Termination of Services

Notice of termination of contract shall be given in writing by either the Board or the employee not less than thirty (30) days before said termination.

E. When employees in this category are scheduled to participate during working hours in conferences and/or meetings respecting this Agreement, they shall suffer no loss in pay, providing permission of Building Principal or Supervisor has been obtained for such participation.

F. Vacation Schedule

1. 10½ and 11 month employees shall have days off to coincide with the school calendar.
2. 10½ and 11 month employees may with the approval of the Building Principal or Supervisor, elect to work during one of the school vacation weeks and add this week to one of the remaining vacation weeks.

3. Vacation Schedule for 12 month employees

1 - 5 years	2 weeks + mid-winter vacation
6 + years	3 weeks + mid-winter vacation

G. Classification/Promotion

If there is a change of classification during the contract year the employee will be paid the salary corresponding to the new classification for whatever remains of the contract year.

Article XXVI

TERMS AND RATIFICATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1985, and shall continue in effect through June 30, 1987 subject to the Association's right to negotiate salaries and fringe benefits annually as provided in Article II and, subject to the Association's right to negotiate a successor Agreement as provided in Article If. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless extended by mutual agreement.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon on this

____ day of _____, 19 _____.

BERNARDS TOWNSHIP
EDUCATION ASSOCIATION

BERNARDS TOWNSHIP
BOARD OF EDUCATION

By _____ By _____
President President

By _____ By _____
Secretary Secretary

BERNARDS TOWNSHIP

1985-86

SCHEDULE A

Salary Guide:

Professional Staff and

Certified (Degreed) School Nurses

	B.A.	B.A. + 30	M.A.	M.A. + 30
1.	\$18,500	\$19,703	\$19,888	\$21,275
2.	18,604	19,814	20,000	21,395
3.	18,709	19,925	20,112	21,515
4.	18,815	20,037	20,225	21,636
5.	18,921	20,150	20,339	21,757
6.	19,028	20,264	20,455	21,882
7.	19,789	21,075	21,273	22,757
8.	20,580	21,918	22,124	23,667
9.	21,403	22,795	23,009	24,614
10.	22,260	23,706	23,929	25,598
11.	23,150	24,655	24,886	26,622
12.	24,076	25,641	25,882	27,687
13.	25,039	26,667	26,917	28,795
14.	26,041	27,733	27,994	29,947
15.	27,082	28,842	29,113	31,144
16.	28,165	29,996	30,278	32,390
17.	29,292	31,196	31,489	33,686
18.			32,749	35,033
MAX A	30,757	32,756	34,386	36,785
MAX B	32,602	34,721	36,449	38,992

Any person who has been hired on the B.A. Guide and whose effective date of employment is Sept. 1, 1973 or thereafter, shall not progress beyond the 10th step of the B.A. Guide unless he/she fulfills course credit obligations which would make said person eligible for the next column of the Guide.

BERNARDS TOWNSHIP

1986-87

SCHEDULE A

Salary Guide

Professional Staff and

Certified (Degreed) School Nurses

	B.A.	B.A. + 30	M.A.	M.A. + 30
1.	\$18,500	\$19,703	\$19,888	\$21,275
2.	18,671	19,885	20,072	21,472
3.	18,844	20,069	20,257	21,670
4.	19,018	20,254	20,444	21,870
5.	19,195	20,443	20,635	22,074
6.	19,963	21,260	21,460	22,957
7.	20,761	22,111	22,319	23,876
8.	21,592	22,995	23,211	24,831
9.	22,456	23,915	24,140	25,824
10.	23,354	24,872	25,105	26,857
11.	24,288	25,867	26,110	27,931
12.	25,259	26,901	27,154	29,048
13.	26,270	27,977	28,240	30,210
14.	27,321	29,096	29,370	31,419
15.	28,413	30,260	30,544	32,675
16.	29,550	31,471	31,766	33,982
17.	30,732	32,730	33,037	35,342
18.			34,358	36,755
MAX A	32,576	34,693	36,420	38,961
MAX B	34,856	37,122	38,969	41,688

Any person who has been hired on the B.A. Guide and whose effective date of employment is Sept. 1, 1973 or thereafter, shall not progress beyond the 10th step of the B.A. Guide unless he/she fulfills course credit obligations which would make said person eligible for the next column of the Guide.

SCHEDULE B

Curriculum and Guidance

Chairpersons

1985-86 — \$1418

1986-87 — \$1531

SCHEDULE C

Team Leaders and Elementary

Building Group Leaders

1985-86 — \$921

1986-87 — \$995

SCHEDULE D

Members of Special Services will be paid during summer on a case by case basis for locally funded work; range from \$100 to \$150 per case. Work on projects (federally) funded will be paid per diem; all such work is voluntary.

SCHEDULE E

Guidance Counselors' Salaries

Ten-Month Contract: 1.05 times the proper step on the current Teacher Salary Guide

Eleven-Month Contract: 1.10 times the proper step on the current Teacher Salary Guide
times 1.05

SCHEDULE F

Head Teachers:

1985-86 — \$156

1986-87 — \$168

SCHEDULE G

Head Nurse:

1985-86 — \$544

1986-87 — \$588

SCHEDULE H

Extra-Curricular Activities

	1985-86	1986-87
Athletic Director	\$3,497	\$3,777
Assistant Athletic Director	\$1,881	\$2,031
Intramural Coordinator	\$2,320	\$2,506
Head Football - Varsity	\$3,168	\$3,421
Assistant Football - Varsity	\$2,090	\$2,257
Head Freshman Football	\$2,090	\$2,257
Assistant Freshman Football	\$1,881	\$2,031
Head Basketball	\$2,849	\$3,077
Assistant Basketball	\$1,881	\$2,031
Freshman Basketball	\$1,881	\$2,031
Head Wrestling	\$2,849	\$3,077
Assistant Wrestling	\$1,881	\$2,031
Freshman Wrestling	\$1,881	\$2,031
Head Soccer	\$2,399	\$2,591
Assistant Soccer	\$1,584	\$1,711
Freshman Soccer	\$1,584	\$1,711
Head Track	\$2,399	\$2,591
Assistant Track	\$1,584	\$1,711
Head Baseball	\$2,399	\$2,591
Assistant Baseball	\$1,584	\$1,711
Freshman Baseball	\$1,584	\$1,711
Head Softball	\$2,399	\$2,591
Assistant Softball	\$1,584	\$1,711
Freshman Softball	\$1,584	\$1,711
Head Field Hockey	\$2,399	\$2,591
Assistant Field Hockey	\$1,584	\$1,711
Freshman Field Hockey	\$1,584	\$1,711
Cross Country	\$1,683	\$1,818
Swim Team	\$2,042	\$2,205
Ski Team	\$ 921	\$ 995
Golf	\$1,584	\$1,711
Tennis	\$1,584	\$1,711
Equipment Manager	\$1,049	\$1,133

SCHEDULE H (continued)

	1985-86	1986-87
Intramurals season/per day	\$ 162	\$ 175
Student Production Director - Ridge	\$ 736	\$ 795
Drama - Annin	\$ 852	\$ 920
Cheerleader	\$1,289	\$1,392
Marching Band	\$1,145	\$1,237
Band Camp	\$ 425	\$ 459
Dance Band	\$ 549	\$ 593
Musical Director	\$1,145	\$1,237
Assistant Musical Director - Vocal	\$ 944	\$1,020
Assistant Musical Director - Drama	\$ 944	\$1,020
Assistant Musical Director - Set Design	\$ 944	\$1,020
Yearbook - Ridge	\$1,329	\$1,435
Yearbook - Annin	\$ 998	\$1,078
School Treasurer	\$ 980	\$1,058
Newspaper - Ridge	\$ 934	\$1,009
Newspaper - Annin	\$ 624	\$ 674
Concession Stand	\$ 476	\$ 514
Prom Advisor	\$ 476	\$ 514
Ski Club	\$ 1.00	\$ 1.00
Student Council - Ridge	\$ 816	\$ 881
Student Council - Annin	\$ 816	\$ 881
Key Club	\$ 578	\$ 624
Academic League	\$ 774	\$ 836
Forensics	\$ 585	\$ 632
National Honor Society (2)	\$ 578	\$ 624
G.S.O.	\$ 322	\$ 348
Literary Magazine (2)	\$ 998	\$1,078
Audio Visual (4)	\$ 834	\$ 901
Class Advisor - Senior (2)	\$ 476	\$ 514
Class Advisor - Junior (2)	\$ 476	\$ 514
Class Advisor - Sophomore (2)	\$ 357	\$ 386
Class Advisor - Freshmen (2)	\$ 357	\$ 386

Longevity (Previous Years in District)

1 - 4 years — 0 points	
5 - 9 years — 1 point	\$57
10 - 14 years — 2 points	\$114
15 - 19 years — 3 points	\$171
20 + years — 4 points	\$228

The dollar amount of longevity stipends per point for the 1986-87 school year will be determined prior to Nov. 1, 1986 and communicated in writing to each recipient.

BERNARDS TOWNSHIP

1985-86

SCHEDULE I

Non-Certified Employees

Exclusive of Secretarial and Clerks

Head Custodian

Step	Custodian	& Painters	Maintenance
1	\$13,219	\$13,506	\$14,963
2	13,549	14,012	15,524
3	13,888	14,538	16,106
4	14,235	15,083	16,710
5	14,591	15,649	17,337
6	14,956	16,236	17,987
7	15,330	16,844	18,662
8	15,713	17,476	19,361
9	16,106	18,131	20,087
10	16,509	18,811	20,841
11	16,921	19,517	21,622
12	17,344	20,249	22,433
MAX	18,559	21,666	24,003

Note: A. Add \$200 for each employee with a Black Seal Boiler License.

B. Personnel called back for work not previously scheduled after having left for the day or night shall be paid time and one half for a minimum of four hours, even if the extra time is less than four hours.

C. Maintenance Foreman: — add \$200.

BERNARDS TOWNSHIP

1986-87

SCHEDULE I

Non-Certified Employees

Exclusive of Secretarial and Clerks

Head Custodian

Step	Custodian	& Painters	Maintenance
1	\$13,904	\$13,816	\$15,294
2	14,252	14,369	15,906
3	14,608	14,943	16,542
4	14,973	15,541	17,204
5	15,347	16,163	17,892
6	15,731	16,809	18,607
7	16,124	17,482	19,352
8	16,527	18,181	20,126
9	16,941	18,908	20,931
10	17,364	19,664	21,768
11	17,798	20,451	22,639
12	18,243	21,269	23,544
MAX A	19,155	22,333	24,722
MAX B	19,703	22,971	25,428

Note: A. Add \$200 for each employee with a Black Seal Boiler License.

B. Personnel called back for work not previously scheduled after having left for the day or night shall be paid time and one half for a minimum of four hours, even if the extra time is less than four hours.

C. Maintenance Foreman: — Add \$200.

BERNARDS TOWNSHIP

1985-86

SCHEDULE J

Secretaries A

Step	A12	A11	A10	B10
1	\$ 7,854	\$ 7,200	\$ 6,872	\$ 6,087
2	8,247	7,559	7,216	6,391
3	8,659	7,937	7,577	6,711
4	9,092	8,334	7,955	7,046
5	9,547	8,751	8,353	7,399
6	10,024	9,189	8,771	7,769
7	10,525	9,648	9,209	8,157
8	11,051	10,130	9,670	8,565
9	11,604	10,637	10,153	8,993
10	12,184	11,169	10,661	9,443
11	12,793	11,727	11,194	9,915
12	13,433	12,314	11,754	10,411
13	14,105	12,929	12,342	10,931
14	14,810	13,576	12,959	11,478
MAX	15,550	14,255	13,607	12,052

An additional stipend of \$200 per year will be paid to all secretaries provided that they qualify by passing a stenography test administered annually.

**BERNARDS TOWNSHIP
1986-87
SCHEDULE J**

	Secretaries A		Clerks B	
	A12	A11	A10.5	B10
1	\$ 8,088	\$ 7,414	\$ 7,077	\$ 6,268
2	8,492	7,785	7,431	6,582
3	8,917	8,174	7,802	6,911
4	9,363	8,583	8,193	7,256
5	9,831	9,012	8,602	7,619
6	10,323	9,462	9,032	8,000
7	10,839	9,935	9,484	8,400
8	11,381	10,432	9,958	8,820
9	11,950	10,954	10,456	9,261
10	12,547	11,502	10,979	9,724
11	13,174	12,077	11,528	10,210
12	13,833	12,680	12,104	10,721
13	14,525	13,314	12,709	11,257
14	15,251	13,980	13,345	11,820
MAX	16,624	15,238	14,546	12,883

An additional stipend of \$200 per year will be paid to secretaries provided that they qualify by passing a stenography test administered annually.

**BERNARDS TOWNSHIP
1985-86
SCHEDULE K**

Step	Cafeteria/Baker Workers	Cafeteria Baker Managers
1	\$4.25 per hour	\$5.53 per hour
2	4.46	5.80
3	4.69	6.09
4	4.92	6.40
5	5.17	6.72
6	5.42	7.05
7	5.70	7.40
8	5.98	7.77
9	6.28	8.16
10	6.59	8.57

A. Cafeteria Supervisor 25¢ hour above his/her step on Cafeteria Manager's Guide.. Any substitute must be hired at Step 1 Rate.
B. Weekend and Evening Rate: \$2.00 above his/her step on Guide.

**SCHEDULE L
1985-86**

Step	School Aides	Bus Drivers
1	\$4.25 per hour	\$6.79 per hour
2	4.46	7.13
3	4.69	7.49
4	4.92	7.86
5	5.16	8.26
MAX	5.68	8.67

The Board shall notify School Aides by May 30 concerning their re-employment for the following September.

When school aides substitute as secretaries, they will be paid \$6.04 per hour for 1985-86 and \$6.53 per hour for 1986-87.

**BERNARDS TOWNSHIP
1986-87
SCHEDULE K**

Step	Cafeteria/Baker Workers	Cafeteria/Baker Managers
	\$4.37 per hour	\$5.68 per hour
1	4.59	5.97
2	4.82	6.26
3	5.06	6.58
4	5.31	6.91
5	5.58	7.25
6	5.96	7.61
7	6.15	7.99
8	7.05	9.17
MAX		

A. Cafeteria Supervisor - 25¢ hour above his/her step on Cafeteria Manager's Guide. Any substitute must be hired at Step 1 Rate.

B. Weekend and Evening Rate: \$2.00 above his/her step on the Guide.

SCHEDULE L

SCHEDULE M

1986-87

Step	School Aides	Bus Drivers
1	\$4.37 per hour	\$7.34 per hour
2	4.59	7.70
3	4.82	8.09
4	5.06	8.49
5	6.08	8.92
MAX		9.36

The Board shall notify School Aides by May 30 concerning their re-employment for the following September.

When school aides substitute as secretaries, they will be paid \$6.04 per hour for 1985-86 and \$6.53 for 1986-87.

**BERNARDS TOWNSHIP
SCHEDULE N**

Special Instructional Aides

Step	1985-86	1986-87
1	\$7.00	\$7.57
2	7.36	7.95
3	7.73	8.35

Bedside Instruction

\$14.89 per hour \$16.08 per hour

Summer Curriculum (or similar projects) work shall be paid for at the rate of \$312 per week for 1985-86 and \$337 per week for 1986-87, with the amount of time required for the project to be determined by the Building Administrator.

SCHEDULE O

The rate of compensation for:

- 1) Travel incurred as part of instructional assignment.
 - 2) Travel to approved conferences, workshops, etc. \$20 per mile.
 - 3) Substitute class coverage shall be paid \$7.00 per class.
 - 4) Sick Leave Reimbursement, at retirement, shall be at the rate of \$11.00 per day, with a maximum of \$2,200.